

Jeremiah W. (Jay) Nixon
Governor



Cathy F. Brown
Acting Director

Kelvin L. Simmons
Commissioner

State of Missouri
OFFICE OF ADMINISTRATION
Division of Facilities Management
Design and Construction
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April 06, 2016

(573) 751-3339
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LAN-TEL COMMUNICATIONS SERVICES, INC
520 North MO 7 Highway
Independence, MO 64056

FAX # - 573-634-1607
Date Faxed: 4-8-16

RE: **Telecom & Data Wiring**
StatewideContract
Project Number: 916SWDC

Dear Ms. McBee:

Please find enclosed your copy of the fully executed contract for the above referenced project. This **Notice To Proceed** letter authorizes your firm to begin on-site construction in accordance with the terms of our contract. The completion date for this project is 4/8/17 as set forth in our Notice of Award letter.

Enclosed for your use, under the terms of the contract, are Application and Certification for Payment (Forms A-C) and an Affidavit of Compliance with Prevailing Wage Law. The use of these documents is explained in the project general conditions and as reviewed during the pre-construction meeting.

Sincerely,

A handwritten signature in cursive script, appearing to read "Charlie Brzuchalski".

Charlie Brzuchalski, Deputy Director
Planning & Design
Division of Facilities Management,
Design and Construction

CWB:mr
Enclosures

c: Project File
En: Director, Cathy Brown
Project Manager, Tim Brazzell
Contract Specialist II, Marlene Blackburn
ITSD, Angie Craig
DSS, Kathy McCandless
Fiscal, Kim Speidel
CI Planning, Pete Verslues, Larry Block

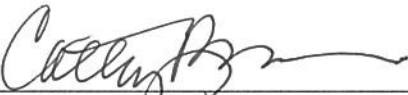
ARTICLE 7. CONTRACT DOCUMENTS

Contract documents shall consist of the following component parts:

1. Executed Construction Contract Form
2. The Owner's IFB
3. Any Addenda
4. Contractor's Proposal as accepted by the Owner

By signature below, the parties hereby execute this contract document.

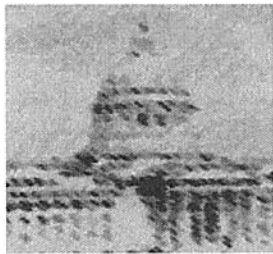
APPROVED:



Cathy F. Brown, Director
Division of Facilities Management,
Design and Construction



Kristi McBee President
LAN-TEL COMMUNICATIONS, INC



State of Missouri Construction Contract

THIS AGREEMENT, made March 28, 2016, by and between:

LAN-TEL COMMUNICATIONS SERVICES, INC
520 North Mo 7 Highway
Independence, MO 64056

hereinafter called the "Contractor,"

and the **State of Missouri**, hereinafter called the "**Owner**", represented by the Office of Administration, Division of Facilities Management, Design and Construction.

WITNESSETH, that the Contractor and the Owner, for the consideration stated herein agree as follows:

ARTICLE 1. STATEMENT OF WORK

The Contractor shall furnish all labor and materials and perform all work required for furnishing and installing all labor, materials, equipment and transportation and everything necessarily inferred from the general nature and tendency of the bid documents for the proper execution of the work for:

Project Name: Telecom & Data Wiring
Statewide Contract

Project Number: Project No.: 916SWDC

in strict accordance with the Contract Documents as enumerated in Article 7, all of which are made a part hereof.

ARTICLE 2. TIME OF COMPLETION

The contractor's mobilization shall be complete and the contractor shall be fully capable of performing job orders within 15 working days of the date of notice to proceed. This time includes twelve (12) working days for the Contractor to receive, sign and return the contract form along with required bonding and insurance certificates. Failure of the Contractor to provide correct bonding and insurance within the twelve (12) working days shall not be grounds for a time extension. Receipt of proper bonding and insurance is a condition precedent to the formation of the contract and if not timely received, may result in forfeiture of the Contractor's bid security. Work may not commence until the Owner has received and approved the Contractor's Quality Control Plan; and issued a written Notice to Proceed. The performance time and completion date will be **specified in each Job Order issued under the Contract**.

ARTICLE 3. LIQUIDATED DAMAGES

Whenever time is mentioned in this contract, time shall be and is of the essence of this contract. The Owner would suffer a loss should the Contractor fail to have the work embraced in this contract fully completed on or before the time above specified. THEREFORE, the parties hereto realize in order to adjust satisfactorily the damages on account of such failure that it might be impossible to compute accurately or estimate the amount of such loss or damages which the Owner would sustain by reason of failure to complete fully said work within the time required by this contract. The Contractor hereby covenants and agrees to pay the Owner, as and for **liquidated damages, the sum as agreed upon in each Job Order** per day for each and every day, Sunday and legal holidays excepted, during which the work remains incomplete and unfinished after the agreed upon completion date for said Job Order. Any sum which may be due the Owner for such damages shall be deducted and retained by the Owner from any balance which may be due the Contractor when said work shall have been finished and accepted. But such provisions shall not release the Bond of the Contractor from liability according to its terms. In case of failure to complete, the Owner will be under no obligation to show or prove any actual or specific loss or damage.

ARTICLE 4. CONTRACT SUM

The Owner shall pay the Contractor for the prompt, faithful and efficient performance of the conditions and undertakings of this contract, subject to additions, and deductions as provided herein, in current funds an amount to the value of each Job Order.

MAXIMUM CONTRACT AMOUNT: *The maximum contract amount is up to \$5,000,000 per year.*

UNIT PRICES: Unit Prices will be in accordance with Section 00220.A Unit Price Sheets, the basis of which are the current edition of RS MEANS JOC Works Pro, using the column for "Total, including OH and Profit, and applying the applicable City Cost Index and the Contractor's bid coefficients.

PAYMENTS: Payments shall be made monthly in an amount equal to the value of the work performed less retention in accordance with RSMo 8.260.

ARTICLE 5. PREVAILING WAGE RATE

It is understood and agreed by and between the parties that not less than the prevailing hourly rate of wages shall be paid for work of a similar character in the locality in which the work is performed, and not less than the prevailing hourly rate of wages for legal holiday and overtime work in the locality in which the work is performed, both as determined by the Department of Labor and Industrial Relations or as determined by the court on appeal, to all workmen employed by or on behalf of the Contractor or any subcontractor, exclusive of maintenance work. Only such workmen as are directly employed by the Contractor or his subcontractors, in actual construction work on the site shall be deemed to be employed.

When the hauling of materials or equipment includes some phase of the construction other than the mere transportation to the site of the construction, workmen engaged in this dual capacity shall be deemed to be employed directly on the project and entitled to the prevailing wage.

ARTICLE 6. MINORITY/WOMEN BUSINESS ENTERPRISE PARTICIPATION

The Contractor agrees to the following overall MBE WBE participation goals:

- a. 10% MBE, 10% WBE & 3% SDVE
 - 1. of the total amount of all job orders released for facilities located in St. Louis City, St. Louis county, and St. Charles county;
 - 2. of the total amount of all job orders released for facilities located in Kansas City, Jackson county and Clay county;
- b. 10% MBE, 10% WBE & 3% SDVE
 - 1. of the total amount of all job orders released for facilities located in Cole county, Callaway county and Greene county
- c. 10% MBE, 10% WBE & 3% SDVE
 - 1. of the total amount of all job orders released for facilities located in any Missouri county not listed in 2.a or 2.b above.

The Director or his Designee of the Division of Facilities Management, Design and Construction shall be the final authority to resolve disputes and disagreements between the Contractor and the MBE/WBE firms listed above when such disputes impact the subcontract amounts shown above.